



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 779-2015

SUPPLY AND DELIVERY OF SLUDGE POLYMER

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	5
B11. Qualification	5
B12. Opening of Bids and Release of Information	5
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	6
B16. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	2
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	3
D8. Material Safety Data Sheets	3

Schedule of Work

D9. Commencement	3
D10. Delivery	3
D11. Liquidated Damages	4
D12. Orders	4
D13. Records	4

Measurement and Payment

D14. Invoices	5
D15. Payment	5

Warranty

D16. Warranty	5
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Goods	1
E3. Polymer	1
E4. Sludge Quantities	1

E5. Pre-bid Bench Scale Testing	1
E6. Full Scale Testing	2
E7. Polymer Performance Requirements	4

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF SLUDGE POLYMER

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 25 2016.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders, their bid price and their total process score (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. EVALUATION OF BIDS

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) mandatory participation in the full scale test pursuant to E6 (pass/fail);
- (d) total process score pursuant to B15.5
- (e) economic analysis of any approved alternative pursuant to B6.
- (f) costs to the City of administering multiple contracts.

- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(c), The Bidder who does not participate in a full scale test or the bidder who does not meet the performance requirement in E7 shall not be evaluated.
- B15.5 Total Process Score
- (a) Further to B15.1(d) above, the following formula will be used to determine the total process score.
- (b) Total Process Score = $(3000 \times Ck - Cc) / (Ck)^2 + D \times UP$
- Where; UP is the unit price of polymer in Form B (\$/kg of polymer).
D is the polymer dose during the full scale testing (kg/dry tonne), set by NEWPCC operator with guidance by the Bidder.
Ck is the biosolid cake concentration, analyzed by the City (%).
Cc is the raw centrate concentration, analyzed by the City (mg/L).
- (c) Each bidder will have two (2) process scores from the full scale testing in E6. The lower score among two will be used for the evaluation.
- (d) The Bidder with the lowest score shall be considered for the award, pursuant to B15.
- (e) The Total Bid Price shall be the sum of the quantities multiplied by the unit prices shown on Form B: Prices.
- (i) In the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15.6 This Contract will be awarded as a whole.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.

- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply and delivery of sludge polymer for the North End Water Pollution Control Centre and South End Water Pollution Centre for the period from April 1, 2016 until March 31, 2017, with the option of six (6) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within one hundred and fifty (150) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on April 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 Price Adjustment

D2.2.1 The Prices for year one (1) of the Contract will be as stated on Form B: Prices and will be in effect until March 31, 2017.

D2.2.2 Notwithstanding C11, Unit Price of Item #1 for the six (6) additional one year extensions will be adjusted by a simple average of two (2) price indexes. The indexes that will be used are Statistics Canada Consumer Price Index for Transportation for Manitoba and the Statistics Canada Consumer Price Index for Chemical for Manitoba from the previous year and will be adjusted on April 1st, of each of the six (6) extension years of the contract.

D2.2.3 Unless otherwise stipulated by the Bidder in his Bid, all calculations shall be rounded to the nearest one hundredth of a dollar per kg (\$0.01/kg).

D2.2.4 The Contractor shall notify the Contract Administrator in writing, of any change in the Unit Prices no later than three (3) Business Days prior to the effective date of the change.

- (a) The Contractor shall, within ten (10) Working Days upon a request, supply evidence, satisfactory to the Contract Administrator, of any changes in the Reference Price upon which changes in the Unit Prices are based.

D2.3 Alternate Polymer

- (a) After award of the Contract the City can, due to seasonal changes in the sludge characteristics, without changing the unit price, purchase other polymer products during the course of carrying out the Contract to achieve equal or better performance characteristics.
- (b) The Contractor must be prepared to substitute an alternative product, at the Contract price (indicated on Form B:Prices), if the supplied polymer -are not achieving minimum performance requirements noted in E7.

D2.4 Technical Support

- (a) The Contractor and Manufacturer may be required to attend the NEWPCC – 2230 Main Street, Winnipeg MB or SEWPCC – 100 Ed Spencer Drive, Winnipeg, MB to provide customer or technical service support to a maximum of four (4) visits per Calendar year, if requested by the Contract Administrator.

- (b) The Contractor shall incur all costs for the customer or technical service support if required by the City of Winnipeg.

D2.5 The Work shall be done on an "as required" basis during the term of the Contract.

D2.5.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.5.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.6 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2016.

D2.7 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "NEWPCC" means North End Sewage Treatment Plant
- (b) "SEWPCC" means South End Sewage Treatment Plant

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Jong Hyuk Hwang, Ph.D. P.Eng
Senior Project Engineer
110-1199 Pacific Avenue
Winnipeg MB R3E 3S8
Telephone No.: 204- 619-2185

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204- 949-1174

D6.2 Bids Submissions must be submitted to the address in B7.5

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. MATERIAL SAFETY DATA SHEETS

D8.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16; and
 - (iii) the Material Safety Data Sheets specified in D8.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. DELIVERY

D10.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to the NEWPCC and the SEWPCC.

- (a) NEWPCC Sludge Dewatering Facility, 2230 Main Street, Winnipeg, MB
- (b) SEWPCC, Chemical Storage Facility, 100 Ed Spencer Drive, Winnipeg, MB

D10.1.1 Goods shall be delivered within thirty(30) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.

D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

D10.3 Goods shall be delivered between 8:30 a.m. and 2:30 p.m. on Business Days.

- D10.4 Access to the unloading area in the Sludge Dewatering Facility, NEWPCC is through doors 4 m wide by 3.2m high. The Sludge Dewatering Facility does not have a loading dock.
- D10.5 The load shall be positioned on the edge of delivery vehicles for off-loading by City owned and operated forklift. Shipment shall be made in seven to eight hundred (700 - 800 kg) kilogram bags positioned on wooden pallets.
- D10.6 The Polymer bags shall be suitable for lifting by crane and bottom discharge. The bags must be of water resistant construction to ensure no moisture enters the product during shipment or while in storage prior to use.
- D10.7 The Contract Administrator may assign specific days and times during which delivery of polymer is permitted. The Contract Administrator may, from time to time, adjust the assigned days and times to meet operational requirements.
- (a) The intent of assigning days and times for deliveries, if the City elects to do so, is to assist the Contractor and other contractors in coordinating their Work and other activities on Site. Any such schedule may require adjustments during the term of the Contract because of factors such as changes in consumption rates for various chemicals, or construction and maintenance activities.
- D10.8 The Contractor shall off-load goods as directed at the delivery location.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10. Delivery the Contractor shall pay the City two thousand dollars (\$2,000) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. ORDERS

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D13. RECORDS

- D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D13.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

MEASUREMENT AND PAYMENT

D14. INVOICES

D14.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: CityWpgAP@winnipeg.ca

D14.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.4 Bids Submissions must be submitted to the address in B7.5

D15. PAYMENT

D15.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D16. WARRANTY

D16.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall supply and deliver Sludge Polymer in accordance with the requirements hereinafter specified.

E3. POLYMER

- E3.1 Polymer Type
 - (a) Polymer shall be dry, contain no lumps and shall be free flowing with no bridging or funnelling in the bag or hopper. The product shall contain no foreign material, including pieces of bag material.
- E3.2 Quality
 - (a) The Contractor shall supply sufficient quality control information on the polymer with each shipment, if required.

E4. SLUDGE QUANTITIES

- E4.1 Liquid sludge at the NEWPCC is dewatered mechanically through the use of six (6) Sharples PM 76000 Centrifuges. Currently two (2) machines are normally in operation. Quantities of sludge that have been dewatered (on a dry tonne basis) since the plant began operation in July, 1990 are as follows:
 - (a) Minimum monthly quantity 700 dry tonnes
 - (b) Average monthly quantity 1030 dry tonnes
 - (c) Maximum monthly quantity 1159 dry tonnes
 - (d) Influent sludge concentration varies from 1.8 - 4%.
- E4.2 Polymer at the SEWPCC will be used for various process purposes including Rotary Drum Thickener operation and Wet Weather Flow Treatment operation. (estimated annual quantity 30,000kg Polymer)

E5. PRE-BID BENCH SCALE TESTING

- E5.1 Every Bidder may conduct one-day pre-bid bench scale testing if he/she so desires. The Bidder may select up to two (2) polymers to be tested during the Full Scale Testing in E6.
 - (a) Pre-bid bench scale testing is not mandatory.
- E5.2 Arrangements will be made for the Bidders to perform pre-bid bench scale testing to evaluate their product for the NEWPCC sludge dewatering facility. Arrangements for the test can be made with the Contract Administrator by November 20, 2015 and shall be done during the time period of November 16 to November 27, 2015.
- E5.3 Only one Bidder at a time will be scheduled to perform test.
- E5.4 Bench scale testing will take place on the main floor of the NEWPCC Sludge Dewatering Facility, 2230 Main Street, Winnipeg, MB.

- E5.5 All costs incurred by the Bidders during the bench scale testing shall be at their own expense.
- E5.6 Bidders will be provided with a bench, twenty litres of digested sludge and wash up facilities. Bidder shall clean the area after performing tests.
- E5.7 A tour of the Sludge Dewatering Facility will be provided upon request.

E6. FULL SCALE TESTING

- E6.1 Further to B15.1(c), the bidders shall make the arrangement for the full scale testing with the Contract Administrator before November 27 2015.
- E6.2 The Bidder shall communicate with the Contract Administrator or his designate, with any changes they would like to make during the full scale testing.
- E6.3 The Contract Administrator may terminate the full scale testing at any time, should the feed sludge characteristics be significantly changed due to any reasons, preventing from the fair comparison of polymer tested.
- E6.4 The Bidder may reschedule the full scale testing with the Contract Administrator. Further to B15.4, the Bidder shall choose one (1) or two (2) polymers being tested during the Full Scale Testing. The Bidder shall inform the Contract Administrator of the number of trial polymers when the full scale testing is arranged.
 - (a) The Bidder with one (1) polymer tested shall follow the details in E6.5 and the bidder with two (2) polymers tested shall follow the details in E6.6.
 - (b) Polymers that are tested in Full Scale Test shall be included in Form B.
- E6.5 Trial details for the Bidder with one (1) polymer
 - (a) A total of three (3) calendar days will be given to the Bidder for the trial of their polymer. The first day, day one (1) will be reserved for preparation and deciding on the two (2) different doses to trial, day two (2) and three (3) will be reserved for data collection. Only the best day's data will be used to evaluate the polymer.
 - (b) The City will pay \$3,000 per 750kg bag to the Bidder, regardless of polymer type or consumption. The Bidder will provide the City with sufficient polymer for the duration of the full scale testing.
 - (c) Day 1 – Preparation and Conditioning
 - (i) From 0900 to 1500 hours the Bidder together with the plant operators will conduct polymer dosing tests using methods in accordance with normal plant operations. The plant operators will adjust the dosing rate as recommended by the Bidder. The Bidder will have to opportunity to find their ideal doses during this time. Samples collected on this day will not be counted towards the polymer cost evaluation.
 - (d) Day 2 – Polymer Testing Dose One (1)
 - (i) By 0800 hours the Bidder shall advise the dewatering plant operator of the recommended polymer dosage rate (dose #1) to be used for Day 2's full scale evaluation. Samples will be collected four (4) times throughout the Day 2; the samples will be averaged for the total polymer cost evaluation.
 - (e) Day 3 – Polymer Testing Dose Two (2)
 - (i) By 0800 hours the Bidder shall advise the dewatering plant operator of the recommended polymer dosage rate (dose #2) to be used for Day 3's full scale evaluation. Samples will be collected four (4) times throughout the Day 3; the samples will be averaged for the total polymer cost evaluation.
- E6.6 Trial details for the bidder with two (2) polymer
 - (a) A total of four calendar (4) days will be given to the Bidder for the trial of his/her polymers. Two (2) days will be reserved for preparation and identifying the ideal dose and two (2) days will be reserved for data collection.

- (b) The City will pay \$3,000 per 750kg bag to the Bidder, regardless of polymer type or consumption. The Bidder will provide the City with sufficient polymer for the duration of the full scale testing.
 - (c) Day 1 – Preparation and Conditioning of Polymer 1
 - (i) From 0900 to 1500 hours the Bidder together with the plant operators will conduct polymer dosing tests using methods in accordance with normal plant operations. The plant operators will adjust the dosing rate as recommended by the Bidder. The Bidder will have to opportunity to find their ideal dose during this time. Samples collected on this day will not be counted towards the polymer cost evaluation.
 - (d) Day 2 – Polymer Testing of Polymer 1
 - (i) By 0800 hours the Bidder shall advise the dewatering plant operator of the recommended polymer dosage rate to be used for Day 2's full scale evaluation. Samples will be collected four (4) times throughout the Day 2; the samples will be averaged for the total polymer cost evaluation.
 - (e) Day 3 – Preparation and Conditioning of Polymer 2
 - (i) From 0900 to 1500 hours the Bidder together with the plant operators will conduct polymer dosing tests using methods in accordance with normal plant operations. The plant operators will adjust the dosing rate as recommended by the Bidder. The Bidder will have to opportunity to find their ideal dose during this time. Samples collected on this day will not be counted towards the polymer cost evaluation.
 - (f) Day 4 – Polymer Testing of Polymer 2
 - (i) By 0800 hours the Bidder shall advise the dewatering plant operator of the recommended polymer dosage rate to be used for Day 4's full scale evaluation. Samples will be collected four (4) times throughout the Day 4; the samples will be averaged for the total polymer cost evaluation.
- E6.7 All other costs incurred by the Bidders during the full scale testing shall be at their own expense.
- E6.8 Sampling Procedures
- (a) Feed – Grab sample or Online density meter, taken a minimum of 4 times a day.
 - (b) Polymer - Grab sample, taken one time a day at 1100 hour.
 - (c) Cake and Centrate - Grab sample, taken a minimum of 4 times a day. Sludge cake will be analysed for total solids content. Centrate will be analysed for total suspended solids.
 - (d) Grab samples will be taken starting at 0900 hours and will continue until 1500 hours.
- Samples will be collected and analysed by City staff. For the evaluation of each Bidder the above mentioned parameter (E6.8) will be used. The sample results of the Bidder will be available to the Bidder upon request to the Contract Administrator after the bid is closed.
- E6.9 The City will operate centrifuges and will monitor performance in accordance with normal plant operations. Bidders are encouraged to be present to observe the full scale testing.
- E6.10 The Contract Administrator may terminate the full scale testing at any time, should the polymer being tested not meet the performance requirement in E7.
- (a) The Bidder may reschedule the full scale testing with the Contract Administrator.
- E6.11 Rescheduled Full Scale Testing
- (a) If the full scale testing is rescheduled as per E6.3, the City will pay \$3,500 per 750 kg bag, regardless of polymer type or consumption, for rescheduled trial of 2 polymers (4 calendar days) or \$4,000, regardless of polymer type or consumption, for rescheduled trial of 1 polymer (3 calendar days).
 - (b) If the full scale testing is rescheduled due to E6.10, all costs will then be the responsibility of the Bidder, including the cost of polymer used in the trial.
 - (c) All other costs incurred by the Bidders during the full scale testing shall be at their own expense.

